

OREGON STATE UNIVERSITY



REQUEST FOR PROPOSAL

RFP #B13637407P

Renewable Energy Credits

PROCUREMENT ANALYST: Bonnie Tufts

FAX: (541) 737- 2170

Email: Bonnie.Tufts@oregonstate.edu

ISSUE DATE: September 17, 2007

PROPOSAL DUE DATE AND TIME: October 12, 2007 @ 3:00PM

NO LATE PROPOSALS WILL BE ACCEPTED

Web Viewers Note: There may be attachments to this RFP that are not available via the webpage. Contact the procurement analyst listed above to obtain any attachments.

RFP SUBMITTAL LOCATION

Oregon State University Procurement & Contract Services
Attn: Bonnie Tufts
644 SW 13th Street
Corvallis, Oregon 97333-4238

SCHEDULE OF EVENTS

RFP Released:..... September 17, 2007
Deadline for Requests for
Change/Clarifications or
Protests of Specifications.....October 5, 2007 @ 3:00 PM
Proposal Due Date:.....October 12, 2007 @ 3:00 PM

Note: All dates listed above are anticipated and not fixed. OSU may change any dates above, at their sole discretion, if necessary.

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PART I - INTRODUCTION AND GENERAL INFORMATION

Purpose:

The OSU student body has committed to converting the campus electricity use to 100 percent renewable electricity by approving a student fee to cover the additional expense of purchasing renewable energy credits for campus power.

It is the objective of this Request for Proposal (RFP) to secure renewable energy credits representative of our energy use based on FY 2006 consumption of 90,354 megawatt hours. The project will require the successful Company to provide credits through either (a) resources the Company owns or contracts for; or (b) the purchase of Credits issued by a clearinghouse or other system, provided the Company is able to secure verifiable evidence that there is a qualified alternative energy resource available and that the green energy attribute of the alternative energy resource will be available to the Company for purchase by its Customers.

PART II – OSU STANDARD INSTRUCTIONS TO PROPOSERS

All proposals are subject to the provisions and requirements of the applicable Oregon Revised Statutes, the applicable Attorney General's Model Public Contract Rules and the Administrative Rules of Oregon State University.

RIGHT TO REJECT: Oregon State University (OSU) reserves the right, for good and just cause, to reject any or all proposals received as a result of this Request for Proposal (RFP), or upon a finding that it is in the public interest to do so.

QUESTIONS AND REQUEST FOR CLARIFICATION/CHANGE: All clarifications or requests for change regarding technical information, procedural or contractual requirements or other issues, **must be submitted, in writing, no later than the date and time listed in the schedule of events to the name and address listed below in “Submittal Location”**. All requests for change must be received in writing. No information obtained in any conversation with any OSU personnel will serve to change the requirements and/or scope of the RFP.

Proposers must note that OSU may not consider exceptions to the specifications or Contract terms and conditions that are not *raised during the pre-closing protest period*. If you have an exception or a concern with anything in this RFP, including any of the Contract terms and conditions, raise that issue, in writing, by the deadline date for Requests for Change, listed in the RFP Schedule of Events.

OSU reserves the right to reject proposals that raise any objections to the terms and conditions of this RFP after the pre-closing protest period or proposers who wish to negotiate specific terms and conditions at a later point, either in their proposal or prior to Contract signing.

The purpose of the pre-closing protest period is to permit OSU to correct, prior to the opening of proposals, technical or contractual requirements that may be unlawful, improvident, or which unjustifiably may restrict competition. This will allow OSU to make needed corrections through the issuance of an addendum, prior to the opening of proposals. This will help eliminate the waste of time which is inherent in protests and in the possible rejection of all proposals. In order to have their complaints considered, proposers must submit them within the time established in the RFP.

OSU will consider all requested changes and, if appropriate, amend the RFP.

Envelopes containing requests for change, protest of the specifications or Contract provisions shall be marked with the following information:

Solicitation Specification (or Contract Provisions) Request for Change (or Protest) and Solicitation Document Number (or Other Identification).

SUBMITTAL LOCATION: Requests submitted to other than the person listed below may not be considered. OSU will not be held responsible for any requests for change that are not submitted **by the due date and time**. Requests for change may be submitted via facsimile. Submit requests for change or clarification to:

Oregon State University, Procurement and Construction Contracting
Attn: Bonnie Tufts
644 SW 13th Street
Corvallis, Oregon 97333-4238
Voice: (541) 737-2067 Fax: (541) 737-2170

CHANGE OR MODIFICATION/ADDENDA: Any change or modification to the specifications or the procurement process will be in the form of an addendum to the RFP and will be made available to proposers. Only documents issued as addenda by the OSU Procurement and Contract Services (PaCS) Department serve to change the RFP in any way. No other direction received by the proposer, written or verbal, serves to change the RFP. Note: if you have received an RFP you should consult the OSU Procurement and Contract Services Department to assure that you have not missed any addenda announcements. Proposers are not required to return addendums with their bid. However, proposers are responsible to make themselves aware of, obtain and incorporate any changes made in any addendums issued, and to incorporate any changes made by an addendum into their final proposal. Failure to do so may, in effect, make the proposer's proposal non-responsive, which may cause the proposer's proposal to be rejected.

PRE-PROPOSAL CONFERENCE: Will not be required.

PROPOSAL PREPARATION AND SUBMISSION: Responses to the following requirements for this RFP shall be of sufficient length and detail to demonstrate that the proposer has an understanding of the OSU environment and the needs of OSU.

In a joint effort to save costs, reduce waste and produce energy savings, proposers are encouraged to use double-sided printing on standard 8-1/2" x 11" paper with 2-hole (top) fasteners, and recyclable binders (when use of binders is indicated). Proposers are highly encouraged to refrain from submitting proposal responses in 3-ring binders, spiral bindings, and other non-recyclable presentation folders.

Proposers shall submit ONE (1) ORIGINAL copy of all proposal pages that request information from the proposer AND FOUR (4) PHOTO COPIES of the same pages to the location listed on page 1 of this RFP by the time listed on page 1 of this RFP.

Original shall be marked "ORIGINAL". Original copy shall contain original signatures on any pages where it is requested. Additionally, submit four (4) copies of any illustrated literature or other technical matter included by way of explanation of your proposal. **Proposers who fail to submit the requested number of copies may delay the evaluation process by being required to submit additional copies for the evaluation team.**

MANDATORY REQUIREMENTS: When preparing your response to the mandatory requirements, proposers must describe compliance with each and every mandatory requirement in the RFP. This may be in narrative form or by reference to other documentation or a combination of the two. It is highly preferable to retype the mandatory requirement from the RFP and respond directly below. Be sure to include in your responses for each requirement how your company can meet the qualifications. This information should include but not be limited to such items as company policies, program and service plans, etc.

DESIRABLE FEATURES: Respond to each desirable component in writing and in sufficient detail to allow the evaluation committee to assign points to the proposal. Respond in the same format as with the mandatory requirements.

Proposals and pricing shall be prepared by typewriter or in ink and shall be signed in ink by an authorized representative of the company. At least one proposal submitted by proposer should bear an original signature. No oral, telegraphic, telephone or facsimile proposals will be accepted.

Pages should be numbered consecutively and a set of tabs inserted to identify each section of the proposal, such as: "A.1 Cover Letter", "A.2 Contractual Acceptance", etc.. All binders, reference materials, and other documents should be clearly labeled or otherwise identified and referenced in a clear and consistent manner throughout the proposal.

Proposals must be submitted in sealed package(s) or envelope(s). To ensure proper identification and handling, all package(s) or envelope(s) must be clearly marked with the RFP Number and date and time of closing.

Proposals must be received and time-stamped by the OSU Procurement and Contract Services Department at the location listed on Page 1 of this RFP prior to scheduled RFP closing date(s) listed in the Schedule of Events. It is the proposer's responsibility to submit proposals in a timely manner, allowing plenty of time for delivery. OSU will not be held responsible for late RFP delivery due to courier's inability to deliver the proposal in a timely manner. **Under no circumstances shall late proposals and/or modifications be considered.**

Proposal Modification: Modifications or erasures made before proposal submission should be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing before the time and date set for proposal closing. Any modifications should be prepared on company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior proposals. Proposers may not modify proposals after proposal due date and closing time.

Proposal Withdrawals: Proposals may be withdrawn in writing on company letterhead signed by an authorized representative and received by PaCS prior to proposal due date and time. Proposals may also be withdrawn in person before proposal due date and time upon presentation of appropriate identification.

AGREEMENT TO RFP REQUIREMENTS, TERMS AND CONDITIONS: By proposal submission, **proposers agree to all requirements, terms and conditions contained in the Request for Proposal.** After determining that a proposal meets and satisfies the written mandatory requirements stated in the RFP, the comparative assessment of the relative benefits of the proposal in relation to the published evaluation criteria shall be made by using the professional judgment by a Proposal Evaluation Board. The award of a contract resulting from this RFP shall be based on the best proposal received in accordance with the evaluation criteria stated in the RFP.

The Contract will incorporate the RFP and proposer's response to the mandatory requirements, desirable features and pricing as riders to the Contract. **No other contract or agreement, such as any supplemental agreement, side agreement or contract submitted by the proposer will be utilized or signed by OSU.**

If the proposer cannot accept OSU's terms and conditions and requirements then they shall raise their exceptions in writing as specified above and OSU will address them in the form of an amendment to the RFP. It is OSU's sole discretion as to whether or not they will accept or deny any exceptions raised by proposers.

INFORMATION SUBMITTED: The proposer is cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories, and that OSU is under no obligation to solicit such information if it is not included within the proposer's proposal. Failure by the proposer to submit such information may cause an adverse impact on the evaluation of the proposer's proposal.

Proposers must complete all applicable information and provide all information requested in the RFP. Failure to comply may be grounds for proposal rejection.

Proposer should also name its Contract Administrator, an individual's name, title and phone number, who is assigned the responsibility of answering questions and resolving problems related to the bid/proposal.

In addition, proposers must be aware that with the exception of trade secrets, all information submitted by them in response to this RFP is subject to open review by the public under the Oregon Public Records Law.

If a proposal contains any information that is considered a "trade secret" under ORS 192.501(2), the proposer must mark each sheet of such information with the following legend:

This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.

The Oregon Public Records law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies "unless the public interest requires disclosure in the particular instance." ORS 192.501(2). Therefore, non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

The above restriction may not include cost or price information, which must be open to public inspection. An entire proposal marked as proprietary ("trade secret") is unacceptable. The proposer will be requested to mark only specific pages or text and return the proposal prior to closing. Proposals in which the entire document is marked or otherwise identified in its entirety as confidential or a "trade secret" will be rejected.

DELINQUENT OREGON TAXES: Proposers must certify, under penalty of perjury, that they are not in violation of any Oregon tax laws. No Contract for the purchase of goods and/or services will be awarded to a proposer who cannot so certify.

RFP PREPARATION COSTS: OSU shall not be liable for any costs incurred in the preparation and presentation of proposals.

ALTERNATE PROPOSALS: Proposers may submit more than one proposal. All proposals must comply with the requirements of the RFP except that additional proposals may incorporate, by reference, repetitive information which is provided in the complete proposal.

PROPOSAL OPENING PROCEDURE: All proposals received in response to this RFP shall be opened at the scheduled time and date. Proposers who attend the opening will be informed only of the names and proposers submitting proposals. No other information will be available.

EVALUATION CRITERIA: Any Contract will be awarded based upon the evaluation criteria and methodology given in the Request for Proposal and in accordance with OSU and State of Oregon administrative rules or laws.

EVALUATION OF PROPOSALS: Proposals will be evaluated by a Proposal Evaluation Board of representatives of the Department and possibly other OSU personnel.

The evaluation will determine if the proposal meets the needs of OSU. The following process will be used:

- A. Proposals will be evaluated for completeness and compliance with the requirements of this RFP. Those proposals that are incomplete will be rejected. OSU reserves the right to waive what are, in OSU's opinion, minor informalities.
- B. Proposals considered complete will be evaluated to determine if they comply with the administrative, contractual and technical requirements of the RFP. If the proposal is unclear, proposers may be asked to provide written clarification. Those proposals that do not meet all requirements will be rejected.
- C. Proposals that meet all requirements will be evaluated on their value to OSU in meeting its needs. At the option of OSU, proposers may be asked to provide written clarification and/or to provide a presentation to clarify their proposal to aid the Proposals Evaluation Board in awarding desirable points to the proposal. Points shall be assigned for desirables based on their value to OSU. The weighting and total possible scores are listed below.
- D. The findings of the Proposal Evaluation Board will be summarized and the summary and award recommendation(s) will be forwarded to the OSU Procurement and Contract Services Department.

- E. The OSU Procurement and Contract Services Department will review the recommendation and approve or reject the Board's selection.

The selection of the successful proposer(s) will be determined by the Board independently scoring the proposals and then combining the scores to determine the average.

PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS: Due to limited resources, OSU generally will not completely review or analyze proposals which on their faces fail to comply with the requirements of the RFP or which clearly are not the best proposals, nor will OSU generally investigate the references or qualifications of those who submit such proposals. Therefore, neither the release of a proposer's bid bond, the return of a proposal, nor acknowledgment that the selection is complete shall operate as a representation by OSU that an unsuccessful proposal was complete, sufficient, or lawful in any respect.

INVESTIGATION OF REFERENCES: OSU reserves the right to investigate the references and the past performance of any proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. OSU may postpone the award or execution of the Contract after the announcement of the apparent successful proposer in order to complete its investigation. OSU reserves the right to reject any proposal or to reject all proposals at any time prior to OSU's execution of a Contract if it is determined to be in the best interest of OSU to do so.

OSU reserves the right to consider past performance, historical information and fact, whether gained from the proposer's proposal, question and answer conference, references, OSU or any other source in the evaluation process.

POST-SELECTION REVIEW: After evaluation, OSU will name an apparent successful proposer. Identification of the "apparent successful proposer" is procedural only and creates no right in the named proposer to award of the Contract. Competing proposers shall be notified in writing of the identity of the apparent successful proposer and shall be given five (5) calendar days to review the RFP file and evaluation report at the OSU Procurement and Contract Services Department. Any questions or concerns about, or protests of, the evaluation process must be in writing and must be delivered to the OSU Procurement and Contract Services Department within five (5) calendar days after the date of the letter identifying the apparent successful proposer.

Within a reasonable time following the end of this five (5) day protest period, OSU will consider all protests received, if any, and:

- (a) as provided in OAR 137-030-104(4), (1995) or successor rule reject all protests and proceed with final evaluation of the apparent successful proposer and, pending the satisfactory outcome of this final evaluation, enter into a Contract with the named proposer; OR
- (b) pursuant to OAR 576-008-0277 and OAR 576-008-0280, sustain a meritorious protest(s) and reject the apparent successful proposer as non-responsive, if such proposer is unable to demonstrate that its proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, OSU may name a new apparent successful proposer; OR
- (c) as provided in OAR 137-030-104(4), (1995) or successor rule, reject all proposals and cancel the procurement.

DEPARTMENT OF JUSTICE REVIEW: Prior to execution, final Contract must be reviewed for legal sufficiency by the Oregon Department of Justice (DOJ), Attorney General's Office. OSU may not enter into any Contract not approved for legal sufficiency by the DOJ.

NOTICE TO PROCEED: Any award of a Contract resulting from this RFP will be made only by written authorization from OSU.

PART III – OSU STANDARD TERMS & CONDITIONS FOR SERVICES

DEFINITIONS:

"Contract" means the entire written agreement between the parties, including but not limited to the Request for Proposal ("RFP") and its specifications, terms and conditions; solicitation addenda and contract amendments, if any; and the purchase order or price agreement document.

"Company" means a person or organization with whom OSU has contracted for the provision of services pursuant to this Contract.

"Renewable Energy Credits" also known as green tags, renewable energy certificates, or tradable renewable certificates, represent the environmental attributes of electric energy generated from renewable, qualified alternative energy resources.

"RFP" means Oregon State University Request for Proposal numbered B13637407P for Renewable Energy Credits

"Proposal" means proposer's response to the RFP.

"OARS" means the Administrative Rules adopted by the Oregon State Board of Higher Education and OSU.

"ORS" means the Oregon Revised Statutes.

"OSU" means the State of Oregon, acting by and through the State Board of Higher Education, on behalf of Oregon State. "OSU" also means other parties to the Contract if the purchase is being made under a cooperative agreement.

AMENDMENTS: The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of OSU.

NOTICE/CONTACTS: Any notice pursuant to this Contract shall be validly given if in writing and sent to the respective addressees of Company and OSU. The OSU contacts for submittals and any other correspondence and notices related to performance under Contract shall be:

OSU Contract Administrator
Kelly Kozisek
Supervisor PaCS
Oregon State University
644 SW 13th Street
Corvallis, OR 97333-4238
Phone: (541) 737-2067

and: OSU Facilities Services
Brandon Trelstad
Sustainability Coordinator
Oregon State University
128 Oak Creek Building
Corvallis, OR 97331
Phone: (541) 737-3307

TERM OF CONTRACT: The Contract period will be for two (2) years. The effective date of the Contract will be the date of the latest signature upon the Contract.

EXTENSIONS TO THE CONTRACT: This Contract may be extended upon the mutual consent of the parties, for additional terms not to exceed a total Contract term of five (5) years or as allowed by law.

INDEPENDENT CONTRACTOR STATUS: The service or services to be rendered under this Contract are those of an independent contractor. OSU reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, OSU may not and will not control the means or manner of Company's performance. The Company is responsible for determining the appropriate means and manner of performing the services. The Company is not an officer, employee or agent of OSU as those terms are used in ORS 30.265.

RETIREMENT SYSTEM STATUS: The Company is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this Contract. The Company will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

GOVERNMENT EMPLOYMENT STATUS:

- A. If this payment is to be charged against federal funds, the Company certifies that it is not currently employed by the federal government.
- B. The Company certifies it is not an employee of OSU and for purposes of the Contract shall certify, on OSU's form, that it is an independent contractor.

SERVICE AND SPECIAL TERMS AND CONDITIONS; ORDER OF PRECEDENCE: These Service Terms and Conditions are for contracts for the purchase of services that are not personal services as defined in OAR 580-040-0100(2). OSU may also provide "special terms and conditions" elsewhere in the Contract which apply only to this Contract. Whenever possible, all terms and conditions are to be integrated. In the event of a conflict between these Service Terms and Conditions and "special terms and conditions", the "special terms and conditions" take precedence, unless the Service Terms and Conditions in question are required by law. In the event of any other conflict: 1) the special terms and conditions, 2) these Service Terms and Conditions, 3) the Invitation to Bid or Request for Proposal, and 4) the proposal or response thereto shall be interpreted in the foregoing order of precedence. By signing this Contract or by submitting a bid or proposal in response to the ITB or RFP, the Contractor agrees that, in the event of a conflict, all the terms and conditions of this Contract supersede all preprinted terms and conditions on any forms used by the Contractor.

WAIVER: Failure of OSU to enforce any provision of this Contract shall not constitute a waiver or relinquishment by OSU of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

ASSIGNMENT/SUBCONTRACT/SUCCESSORS: Company shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the OSU Procurement and Contract Services Department. No such written approval shall relieve Company of any obligations of this Contract, and any transferee or subcontractor shall be considered the agent of Company. Company shall remain liable to OSU under the Contract as if no such assignment, transfer, or subcontract had occurred.

SUCCESSORS IN INTEREST: The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective permitted successors and assigns.

COMPLIANCE WITH APPLICABLE LAW: Company shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Company specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Company also shall comply with the Americans with Disabilities Act, 42 USC §12100 et seq., ORS 659.425 and all regulations and administrative rules established pursuant to those laws. Failure or neglect on the part of Company to comply with any or all such laws, ordinances, rules, and regulations shall not relieve Company of these obligations nor of the requirements of this Contract.

PAYMENT OF COMPANY'S OBLIGATIONS: Company agrees to make payments promptly when due, to all persons supplying to such Company, labor or materials for the provision of the work provided in this Contract; pay all contributions or amounts due the industrial accident insurance provider from such Company incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Company fails or refuses to make any such payments required herein, the appropriate OSU official may pay such claim and charge the amount of the payment against funds due or to become due to the Company under this Contract. Any payment of a claim in the manner authorized

in this section shall not relieve the Company or Company's surety, if any, of obligations with respect to any unpaid claims.

SEVERABILITY: If any provisions of this Contract are declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

INDEMNITY, RESPONSIBILITY FOR DAMAGES: (a) Company shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this Contract, or from any act, omission, or neglect of Company, its subcontractors, or employees. Company shall save, defend, indemnify, and hold harmless the State of Oregon, the State Board of Higher Education, OSU, and their officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of Company or its subcontractors, officers, agents, or employees acting under this Contract. (b) Without limiting the generality of subsection (a), Company expressly agrees to defend, indemnify, and hold OSU, the State of Oregon and their agencies, subdivisions, officers, directors, agents, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses, including attorneys fees, and damages arising out of or related to any claims that the services or any other tangible or intangible items delivered to OSU by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or OSU's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that OSU shall provide Company with prompt written notice of any infringement claim. (c) Company shall have control of the defense and settlement of any claim that is subject to subsections (a) or (b); however, neither Company nor any attorney engaged by Company shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall Company settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Company is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

SAFETY AND HEALTH REQUIREMENTS: Services supplied under this Contract shall comply with all federal Occupational Safety and Health Admin. (OSHA) requirements and with all Oregon safety and health requirements, including those of the State of Oregon Workers' Compensation Division.

ACCESS TO RECORDS: Company shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of the Contract. The Oregon State Board of Higher Education, Oregon Secretary of State, federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Company which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Company for three years from the date of Contract expiration or such longer period as may be required by law. Company is responsible for any audit discrepancies involving deviation from the terms of the Contract and for any commitments or expenditures in excess of amounts authorized by OSU.

INSURANCE TERMS AND CONDITIONS:

A. **GENERAL LIABILITY INSURANCE:** Company shall obtain, at Company's expense, and keep in effect during the term of this Contract, General Liability Insurance. Such insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon. Contractual, product, and completed operations liability combined single limit per occurrence shall not be less than \$1,000,000, when applicable. OSU and the Oregon University System, their officers, employees and agents shall be included as additional insured in said insurance policy.

B. **WORKERS' COMPENSATION:** The Company, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, unless such employees are exempt under ORS 656.126.

C. **PRIMARY COVERAGE:** Insurance carried by Company under this Contract shall be the primary coverage and OSU's insurance is excess and solely for damages or losses for which OSU is responsible.

D. **CERTIFICATES OF INSURANCE:** As evidence of the insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to OSU Procurement and Contract Services Department, upon request. The Certificate(s) will specify all of the parties who are Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from acceptable insurance companies or entities. The Company shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

E. **NOTICE OF CANCELLATION OR CHANGE:** There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to OSU Procurement and Contract Services Department. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to OSU.

NOTE: Company shall ensure any/all subcontractors, comply with insurance requirements. OSU reserves the right to obtain insurance certificates from these entities at any time during the Contract period.

TERMINATION: This Contract may be terminated at any time by mutual consent of both parties, or by OSU at its discretion. If sufficient funds are not provided in future legislatively approved budgets of OSU (or from applicable federal, state or other sources) to permit OSU, in the exercise of its reasonable administration discretion, to continue this Contract, or if OSU or the program from which this Contract was executed is abolished, OSU may terminate this Contract without further liability upon delivery of notice to Company. This Contract may also be terminated by OSU for default (including breach of contract) if (a) Company fails to provide services called for by this Contract within the time specified, (b) Company fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of the Contract in accordance with these terms, and after receipt of written notice from OSU, fails to correct such failures within ten days, (c) Company institutes or has instituted against it, insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis, or (d) Company no longer holds a license or certificate that is required for Company to perform its obligations under the Contract or Company has not obtained such license or certificate within fourteen (14) calendar days after OSU's notice or such longer period as OSU may specify in such notice. The rights and remedies of OSU provided in the above clause related to defaults (Including breach of contract) by Company shall not be exclusive and are in addition to any other rights and remedies provided by or under this Contract.

OSU'S REMEDIES FOR COMPANY'S DEFAULT: In the event Company is in default under the Section titled "Termination", OSU may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to: (a) rejection of the services, (b) requiring Company to correct any defects without charge, (c) negotiation with Company to sell the services to OSU at a reduced price, (d) termination of the Contract under the Section titled "Termination", (e) withholding all moneys due for the services Company has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and OSU may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

FORCE MAJEURE: Neither OSU nor Company shall be held responsible for delay or default caused by fire, riot, act of nature, terrorist acts, or other acts of political sabotage, or war where such cause was beyond,

respectively, OSU's or Company's reasonable control. Company shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract.

AWARD TO FOREIGN CONTRACTOR: If the amount of this Contract exceeds \$10,000 and if Company is not domiciled in or registered to do business in the State of Oregon, Company shall promptly provide to the Oregon Department of Revenue and Secretary of State Corporation Division, all information required by those agencies relative to this Contract. OSU shall withhold final payment under this Contract until Contractor has met this requirement.

GOVERNING LAW: This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, or suit between OSU and Company that arises out of or relates to performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Marion, for the State of Oregon. Provided, however that if any such claim, action, or suit may be brought only in federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Company hereby consents to the in personam jurisdiction of said courts.

AVAILABILITY OF FUNDS: OSU certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current biennial appropriation or expenditure limitation, provided, however, that continuation of the Contract or any extension after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period for the purpose of this Contract.

NOTICE: Any notice pursuant to this Contract shall be validly given if in writing and sent by registered or certified mail, postage prepaid, to the respective addressees of Contractor and OSU.

WORKERS' COMPENSATION: All employers, including Company, that employ subject workers, who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Company shall ensure that each of its subcontractors complies with these requirements.

MERGER: THIS CONTRACT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SUBMISSION OF A BID OR PROPOSAL BY ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND COMPANY AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

PART IV – MINIMUM MANDATORY REQUIREMENTS AND DESIRABLE FEATURES

The following listed minimum mandatory requirements are OSU's minimum needs that the company must address and meet in their written proposal, using the format listed in the Instructions to Companies. These mandatory requirements are in addition to the other requirements and terms and conditions in other sections of this RFP.

The following listed desirable features are features which OSU finds highly desirable. Desirable features shall be provided by the contractors as outlined below. Points will be awarded to the desirable features and pricing.

The following is a summary of criteria and associated amount of maximum possible points that may be awarded:

Criteria	Maximum Amount of Possible Points
Generating Facility Oregon	5
Generating Facilities Western States	5
Reinvestment Plan	25
Assistance w/Public Relations	5
References	5
Pricing	<u>55</u>
Total	100

1) **Mandatory** - Service must be provided through Renewable Energy Certificates (RECs) provided by the Company through either;

- Resources the company owns or contracts with; and/or
- The purchase of credits issued by a clearinghouse or other system, provided the Company is able to secure verifiable evidence that there is a qualified alternative energy resource available and that the green energy attribute of the alternative energy resource will be available to the Company during the term of the contract.

2) **Mandatory** - Company must produce energy from or purchase from companies that produce energy from generation facilities fueled by the following renewable energy sources: wind; solar thermal or photovoltaic; geothermal; low-impact hydropower; landfill gas; wave or tidal; gas produced during the treatment of solid organic fuels from wood, forest or field residues; biomass such as animal waste.

3) **Mandatory** - Company must provide documentation that the RECs provided are derived from qualified renewable energy resources as defined by Oregon law SB 1149; and are certified by the Center for Resource Solutions' Green-E program.

4) **Mandatory** - Company must supply the RECs within the delivery obligations (a) within the calendar year, (b) within the first quarter of the following calendar year, and/or (c) within the last two quarters of the preceding calendar year, or (d) from an additional renewable energy facility with comparable resource and operating characteristics and within the same time periods.

5) **Mandatory** - Within sixty (60) days after the end of the fiscal year, or quarterly if you desire, the Company will deliver the REC documents for that completed fiscal year. The certificate shall specify the quantity of RECs delivered, the facility or facilities from which the RECs were produced, Green-E certification documents and the time period during which the RECs were produced.

6) **Mandatory** - Company must designate the facilities it expects to use to supply the RECs and in what percentages it expects to blend the RECs.

7) **Desirable (worth 5 points)** – RECs will originate at generating facilities in the State of Oregon. Maximum points will be awarded to the Company proposing the highest amount of power from facilities in this state.

8) **Desirable (worth 5 points)** – RECs will originate at generating facilities in the western states of Oregon, Washington, Wyoming, Montana, Idaho, Utah, Nevada, California, Colorado, New Mexico, and Arizona. Maximum points will be awarded to the Company proposing the highest amount of power from facilities in these states.

9) **Desirable (worth 25 points)** -- Company proposed reinvestment plan for funding or partially funding a project in consultation with OSU to develop renewable energy projects in the OSU community. Maximum points will be assigned to the Company with the highest value, most feasible plan.

10) **Desirable (worth 5 points)** - Company proposed public relations assistance including preparing materials for use in public relations, assistance in identifying stakeholders and participation in promotional activities i.e. media events, joint press conferences. Maximum points will be awarded to the Company with the highest value, most feasible plan.

11) **Mandatory** - As part of the proposal, bidder shall provide, as references, the names, addresses, telephone, e/mail addresses, fax numbers and contact person for two customers for which the purchase of RECs has been provided. It is preferred that the references be from a similar business setting (i.e. public four-year university).

12) **Desirable (worth 5 points)** – It is desirable that the proposer provide references that can provide responses to questions from the following general categories regarding program and instruction quality of Company services:

- How well did the Company meet the expectations of the clients?
- Did the Company fully meet the obligations of the contract?
- Was the Company responsive to questions/concerns?
- Would the reference choose to work with the Company again?

PART V - PRICING

Pricing – (worth 55 points)

(When preparing your proposal for submission, please remember to place the pricing information in separate sealed envelopes [one for each proposal] clearly marked “Pricing Information”).

Pricing will be awarded points based on the lowest Renewable Energy Credit cost to OSU.

Cost per one REC \$_____ per one Megawatt-hour (MWh)

The Company who proposes the lowest total cost to OSU will receive the maximum amount of price points (60 points). Company whose total cost is higher than the lowest will receive a fewer number of price points in a relational manner as described below.

Example of Pricing Points Calculation:

Bidder A's total cost is found to be \$10 (the lowest)

Bidder A is awarded 55 price points

Bidder B's total cost is found to be \$11

Bidder B is awarded 50 price points ($10/11 \times 55$)

Bidder C's total cost is found to be \$15

Bidder C is awarded 37 price points ($10/15 \times 55$)

All proposers must complete and return the pricing pages. Base proposal Price shall include all services represented in the RFP.

PART VI - PROPOSER CERTIFICATIONS

EACH BIDDER (PROPOSER) MUST READ AND COMPLY WITH THE FOLLOWING SECTIONS. FAILURE TO DO SO MAY RESULT IN BID REJECTION.

SECTION I: CERTIFICATION OF COMPLIANCE WITH TAX LAWS

By signature on this Contract, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Company and that Company is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber And Forestland Tax), 323 (Cigarettes And Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620.

SECTION II: FINANCIAL RESPONSIBILITY

OSU reserves the right, pursuant to OAR 576-008-0275, to investigate and evaluate, at any time prior to award and execution of the contract, the lowest responsible bidder's/apparent successful proposer's financial responsibility to perform the contract. Submission of a signed bid/proposal shall constitute approval for OSU to obtain any credit report information OSU deems necessary to conduct the evaluation. OSU shall notify the lowest responsible bidder/apparent successful proposer, in writing, of any other documentation required, which may include, but need not be limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information, etc. Failure to promptly provide this information shall result in bid/proposal rejection.

OSU may postpone the award or execution of the contract after announcement of the lowest responsible bidder/apparent successful proposer in order to complete its investigation and evaluation. Failure of the lowest bidder/apparent successful proposer to demonstrate financial responsibility, as required under OAR 576-008-0275, shall render the bidder/proposer nonresponsible and shall constitute grounds for bid/proposal rejection, as required under OAR 576-008-0277.

SIGNATURE BLOCK

SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE FOR
THIS PROPOSAL MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY
ALTERATIONS OR ERASURES TO THE PROPOSAL MUST BE INITIALED IN INK BY THE UNDERSIGNED
AUTHORIZED REPRESENTATIVE.

The undersigned agrees and certifies that he/she:

1. Has read and understands all bid (proposal) instructions, specifications, and terms and conditions contained herein (including the attachments listed in this document);
2. Is an authorized representative of the proposer, that the information provided in this proposal is true and accurate, and that providing incorrect or incomplete information may be cause for proposal rejection or contract termination;
3. Is bound by and will comply with all requirements, specifications, and terms and conditions contained herein; and
4. Will furnish the designated item (s) and/or service(s) in accordance with the proposal and the contract.
5. PROPOSER WILL PROVIDE/FURNISH FEDERAL EMPLOYEE IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WITH PROPOSAL SUBMISSION.

Authorized Signature: _____

Title: _____

FEIN ID# or SSN# (required) _____

Contact Person (Type or Print): _____

Telephone Number: (____) _____ Fax Number: (____) _____

**UPON COMPLETION OF RFP EVALUATION, OSU WILL ISSUE A CONTRACT DOCUMENT THAT WILL
BE SIGNED BY ALL PARTIES.**